



# राजपत्र, हिमाचल प्रदेश

## हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शनिवार, 01 अप्रैल, 2023 / 11 चैत्र 1945

हिमाचल प्रदेश सरकार

LABOUR AND EMPLOYMENT DEPARTMENT

NOTIFICATION

*Dated, the 24th March, 2023*

**No. Shram (A) 3-2/2023 (Awards) L.C. Shimla.**—In exercise of the powers vested under Section 17 (1) of the Industrial Disputes Act, 1947, the Governor, Himachal Pradesh is pleased to

order the publication of awards of the following cases announced by the Presiding Judge, Labour Court, Shimla on the website of the Printing & Stationery Department, Himachal Pradesh *i.e.* “e-Gazette” :—

Sl. No.	Ref./ App. No.	Petitioner	Respondent	Date of Award/Order
1.	App. 124/2018	Sh. Gaurav Angra	M/s Balaji Powertronics	01.12.2022
2	Ref. 131/2019	Sh. Ajay Bhatia	Danik Bhaskar	01.12.2022

By order,

AKSHAY SOOD,  
*Secretary (Lab. & Emp.).*

**IN THE COURT OF SH. RAJESH TOMAR, PRESIDING JUDGE, H.P. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, SHIMLA.**

Application Number : 124 of 2018

Instituted on : 12.11.2018

Decided on : 01.12.202

Gaurav Angra s/o Shri Ashok Kumar, r/o House No. 254, Upper Mahalla Kalka, District Panchkula, Haryana. *..Petitioner.*

*Versus*

M/s Balaji Powertronics, Plot No. 12, Sector-2, Parwanoo, District Solan, H.P. *..Respondent.*

**Statement of claim under the Industrial Disputes Act.**

For the Petitioner : Shri Niranjana Verma, Advocate

For the Respondent : Shri Rahul Mahajan, Advocate

**AWARD**

This is an usual claim petition instituted under section 2-A of the Industrial Disputes Act, 1947 (**hereinafter to be referred as The Act**) preferred on behalf of Shri Gaurav Angra (**hereinafter to be referred as The Petitioner**) against **M/s Balaji Powertronics, Plot No. 12, Sector-2, Parwanoo, District Solan, H.P. (hereinafter to be referred as The Respondent company).**

2. Material facts necessary for the disposal of the present petition, as alleged, by the petitioner in the statement of claim are thus that the petitioner was working with the respondent as operator from 1.7.2016 and drawing monthly salary of ₹ 13,026/-. The petitioner had completed 240 days in each calendar year. The petitioner since the year 2008 was working as operator in the

other unit of the respondent (Maxpower) but his seniority was demolished by taking his resignation. Thereafter, the petitioner was appointed as operator with the respondent company as fresh. The respondent in the month of Jan., 2018, with intention retrench the services of the petitioner did not allow him to enter the company and made him sit on the gate for many days and then his services were retrenched *w.e.f.* 05.06.2018 whereby he was asked to join at Head Office Delhi. The petitioner filed the demand notice under section 2-A of the Act, upon which the conciliation proceedings were conducted but no fruitful result can be availed due to the adamant attitude of the respondent. It is further asserted that the services of the petitioner were terminated without issuing any notice and without conducting any enquiry and the fresher's were recruited in his place and the junior to him were retained in violation of section 25-N, 25-O, 25-G and 25-H of the Act. The services of the petitioner were terminated arbitrarily as no opportunity of being heard was afforded to him. It is further asserted that before terminating the services of the petitioner neither any notice nor compensation has been paid to him.

3. The following prayer clause has been appended, in the footnote of the petition, which reads as under:

**“It is therefore most respectfully prayed that this Hon’ble Court/Tribunal be pleased to allow the application/claim in favour of the workman/petitioner holding his retrenchment to be wholly improper and unjustified and consequently holding the workman to be entitled to all service benefits including back-wages, seniority etc.**

**Any other or further relief as is deemed just and proper in the facts and circumstances of the case may also be granted in favour of the workman/petitioner besides the costs of the proceedings, which would be expedient and in the interest of the justice ”**

4. The lis was resisted and contested by respondent by filing written reply on inter-alia preliminary objection that the grievances raised by the petitioner in the present claim petition are not at all sustainable.

5. On merits, it is submitted that the petitioner was appointed on 1.8.2016 as an operator by the respondent and as per appointment letter, the employer had the authority to transfer him from one unit to the other. It is further submitted that there is no retrenchment or termination of the petitioner. The petitioner was transferred and instead of joining the designated place of posting, he filed the present reference petition. The recruitment of freshers in the place of the petitioner or retaining of his juniors would only come into play if the respondent would have terminated his services, hence the issuance of demand notice by the petitioner is faulty. It is submitted that to protect the interests of the petitioner, the respondent time and again issued reminders to him to join his duties and as such the present case is not the case of retrenchment. The payment of retrenchment compensation and other consequential benefits of the petitioner does not arise in the present facts and circumstances of the case as the present case pertains to the transfer of the petitioner from one unit to other. The petitioner chose not to join his present place of posting but to drag the respondent in the present frivolous and vexatious litigation. The respondent prayed for the dismissal of the claim petition.

6. No rejoinder was filed.

7. On elucidating the pleading of parties, the following issues were struck down by this Tribunal, for its final determination, vide zimni order dated 04.06.2019, as under:

1. Whether the termination of the services of the petitioner *w.e.f.* 05.06.2018 is violative of the provisions of section 25-N, 25-O, 25-G and 25-H of the Industrial

Disputes Act, 1947 as alleged? If so, to what relief the petitioner is entitled to?

..OPP.

2. Whether the claim petition is not maintainable as alleged, since the petitioner is alleged to have been transferred from one unit to the other. If so, its effects thereto?

..OPR.

#### Relief

8. Henceforth, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

9. I have heard the learned counsel for the parties and have also gone through the record of the case carefully.

10. For the reasons to be recorded hereinafter while discussing points for determination, my findings on the aforesaid issues are as under:

Issue No.1 : Yes

Issue No. 2 : No

Relief : Claim petition partly allowed as per operative part of award

#### REASONS FOR FINDINGS

##### Issues No.1 & 2

11. Both these issues are intermingled and inter connected, as mutually existed and required the common appreciation of evidence, being taken up together for the purpose of their determination and adjudication.

12. In order to substantiate its case, the petitioner has appeared in the witness box as (PW-1) to depose that he was engaged initially in the year 2008 in MAX POWER as an operator. In the year 2016, his services were shifted to Balaji Powertronics, which was a sister concern of MAX POWER. He further deposed that the respondent starting harassing him and he was made to sit on the gate for three days and eventually asked to report for duty in Delhi. On 05.06.2018, his services were dispensed with. No notice or enquiry was held against him. Many people junior to him have been retained and fresh hands have been appointed. He raised the demand notice (PW-1/A) which was sent to respondent vide postal receipt (PW-1/B). He placed on record salary slip Mark A-1. He prayed for reinstatement with all consequential benefits including back-wages.

13. In cross-examination, he admitted that his transfer to Delhi was a part of the reply. He admitted that the respondent had not written anything about termination. He further admitted that he was being also offered Rs. 5000/- as relocation charges pursuant to his transfer to Delhi. He admitted to have received three letters with respect to his transfer to Delhi. He received a letter regarding termination. He also admitted that the respondent wanted to post him to Delhi but he had refused to join there.

14. In order to rebut, the respondent has examined Shri Sandeep Sharma, Manager Legal of the respondent company as (RW-1), who tendered in evidence his sworn in affidavit (RW-1/A), wherein he has reiterated almost all the averments as made in the reply. He also tendered into

evidence appointment letter (RW-1/B), letter dated 4.6.2018 (RW-1/C), letter dated 12.6.2018 (RW-1/D), postal receipt (RW-1/E), letter dated 21.6.2018 alongwith receipt (RW-1/F), letter dated 3.7.2018 (RW-1/G), authority letters (RW-1/H) and (RW-1/J) and reply to demand notice Mark RA.

15. In cross-examination he admitted that the petitioner was not issued any show cause notice, chargesheet or conducted any enquiry. He admitted that the petitioner was engaged as operator from 1.7.2016 and worked till 5.6.2018. He denied that the petitioner was pressurized for resignation from MAX POWER. He admitted that the junior persons to the petitioner are still working with the respondent and new hands were also recruited. He denied that the petitioner was not allowed to join his duties since 7.6.2018. He admitted that there was no hike in pay in the event of transfer. He denied that the notices were not sent on correct address of the petitioner.

16. This is the entire oral as well as documentary evidence adduced from the side of the parties.

17. Shri Niranjana Verma, Advocate for the petitioner has contended with all vehemence that there is a clear cut violation of section 25-F of the Act as the services of the petitioner were terminated by the respondent without following any process of law. He further contended that the petitioner was illegally transferred to Dehli as there was no post of operator, therefore, the termination of the services of the petitioner amounts to unfair labour practice, hence, he is entitled to be reinstated in services on the same place and post along-with all consequential service benefits including full back-wages.

18. *Per contra*, Shri Rahul Mahajan, Ld. Counsel for the respondent urged that services of the petitioner were never terminated by the respondent company and despite having asked to resume his duties at the transferred place he failed to resume his duties. Since, the services of the petitioner were never terminated rather he was transferred from one unit to other in terms of his appointment letter, hence he is not entitled to any relief from this Court/Tribunal. He prayed for the dismissal of the claim petition.

19. I have given my best anxious considerable thought to the respective submissions of the Learned AR for the petitioner, as well Learned Counsel for the respondent and have also scrutinized the entire case record with minute care, caution and circumspection.

20. Thus, from a careful examination of the case record, it is manifestly clear on record that the petitioner was engaged as operator on 1.7.2016 on monthly salary of ₹ 13,026/- with the respondent management. The petitioner has successfully completed 240 working days in a calendar year. In Jan., 2018, the respondent management did not allowed the petitioner to enter inside the company and made him to sit at the gate of the factory. The services of the petitioner were ordered to be transferred *w.e.f.* 5.6.2018. Though, the petitioner alleged that his services were terminated *vide* order dated 7.6.2018. There was no provision of transferring of services of petitioner from Baddi to Dehli Unit, as per the terms and conditions laid down in the appointment letter. The services of the petitioner were terminated without issuing any notice and in violation of provisions of the Act. On the other hand, it is submitted that the petitioner be put to the strict proof regarding termination or retrenchment of his services, made sit outside the factory gate. It is submitted that there is no termination or termination of the services of the petitioner, he was merely transferred. Here, I would like to reproduce section 9-A of the Act, which reads as under:

**“9A. Notice of change.—No employer, who proposes to effect any change in the conditions of service applicable to any workman in respect of any matter specified in the Fourth Schedule, shall effect such change,—**

(a) without giving to the workmen likely to be affected by such change a notice in the prescribed manner of the nature of the change proposed to be effected; or

(b) within twenty-one days of giving such notice:

Provided that no notice shall be required for effecting any such change—

(a) where the change is effected in pursuance of any [settlement or award]; or

(b) where the workmen likely to be affected by the change are persons to whom the fundamental and Supplementary Rules, Civil Services (Classification, Control and Appeal) Rules, Civil Services (Temporary Service) Rules, Revised Leave Rules, Civil Service Regulations, Civilians in Defence Services (Classification, Control and Appeal) Rules or the Indian Railway Establishment Code or any other rules or regulations that may be notified in this behalf by the appropriate Government in the Official gazette apply.

21. In the instant case both the petitioner and respondent management are alleging counter pleas. According to the petitioner firstly his services were transferred and thereafter terminated by the respondent management, whereas, the respondent management submitted that it is a case of mere transfer of the services from Baddi to Dehli unit. The transfer was ordered as per the terms and conditions of the appointment letter. There is significant fact of the case that the respondent management had not complied with the provisions of the Act. There is no notice was served upon the petitioner as per the requirement of section 9-A of the Act before making change in the service conditions. Further, the matter went into conciliation whereby during conciliation proceedings the respondent company had clearly offered ₹ 50,000/- as full & final settlement amount to the petitioner, however, the petitioner had denied the same. The petitioner had insisted upon for reinstatement in service. That being so, it is crystal clear that the respondent management intended to get rid of the petitioner. The issuance of demand notice, its reply, re-application, transfer order, reminders and all other documentary evidence would clearly suggest that anything in between the petitioner and respondent is not sailing smoothly. The victimization or unfair labour practice is writ large on record. By transferring the services of the petitioner from one place to another without complying with the provisions of the Act and without serving the notice from one unit to another unit on migrant salary of ₹ 13,026/- would definitely be covered under the victimization or unfair labour practice.

22. Thus, keeping in view my aforesaid discussion, I have come to an inescapable conclusion that the services of the petitioner have been transferred from Baddi to Dehli just to oust him from service by adopting the method of victimization or unfair labour practice. Hence, the case of the petitioner would fall under the definition of retrenchment.

23. Now, it has to be seen as to whether the services of the petitioner have been terminated illegally without following the mandatory provisions of the Act by respondent or not?

24. Before advert to the rival legal contentions advanced on behalf of the parties, it is important to consider the relevant provisions of the Act, in play in the instant case.

25. From the perusal of entire case record as well as my aforesaid discussion, it is clear that the petitioner was transferred from Baddi to Dehli by adopting the method of victimization or

unfair labour practice just to oust him from his job. Hence, the case of the petitioner clearly falls under the definition of retrenchment. It is also admitted position on record that the respondent while terminating the services of the petitioner is to comply with the requirement of the law. The very action on the part of the respondent, while terminating the services of the petitioner has to fall within the four corners of the definition of “retrenchment” as envisaged under section 2-oo (bb) of the Act, hence, the termination of the services of the petitioner is held to be bad and nonest in the eyes of law. Since, the petitioner has completed the requirement of days as fixed by the Government, hence, he is also entitled for the protection of section 25-F of the Act. It is also admitted fact that before retrenching the services of the petitioner no notice as prescribed under section 25-F of the Act had been issued. The compensation is also to be calculated and asserted as per the provisions of section 25-F of the Act. Therefore, in view of the aforesaid discussion, I am of the considered opinion that the workman was terminated illegally and unjustifiably without complying with section 25-F of the Act, which provides as under:

**"25-F: No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until :**

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;**
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and**
- (c) notice in the prescribed manner is served on the appropriate Government for such authority as may be specified by the appropriate Government by notification in the Official Gazette".**

26. So, in view of this enabling provision of the Act, no workman employed in any industry, who has been in “continuous service” for not less than one year, can be retrenched by the employer unless he has been given one month’s notice in writing indicating the reasons for retrenchment and the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of notice. The expression “continuous service” has been defined under Section 25-B of the Act, which in its material part reads:

*“25B. Definition of continuous service. For the purposes of this Chapter,—*

- (1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorized leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;*
- (2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer—*
  - (a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—*

(i) *one hundred and ninety days in the case of a employed below ground in a mine; and*

(ii) *two hundred and forty days, in any other case....”*

27. Since, the petitioner is proved to have completed more than 240 days during the period of twelve calendar months in the preceding year from the date of his retrenchment, his services could not have been terminated unless he was served with one month's mandatory notice and paid the retrenchment compensation, as envisaged under Section 25-F of the Act. Admittedly, the provisions of Section 25-F of the Act, were not followed or complied with by the respondent in the letter and spirit. The respondent did not pay the retrenchment compensation to the petitioner, nor had issued any requisite notice to the petitioner.

28. In the back-drop of aforesaid events, it is held that the termination of the petitioner was in violation of the provisions of Sections 25-B and 25-F of the Act. The termination is held to be illegal, unlawful and unjustified. The petitioner is held entitled for re-instatement in service with seniority and continuity. The petitioner is also held entitled for back-wages at the rate of 25% from the date of his illegal termination *i.e w.e.f. 5.6.2018*. The issue in question is answered in affirmative.

#### Issue No. 2

29. In support of this issue no evidence has been led by the respondent which could go to show as to how the present petition is not maintainable before this Court. Keeping in view my findings under issue no.1 whereby the transfer of the petitioner has been held to be victimization or unfair labour practice, hence, this issue is answered accordingly.

#### RELIEF

30. As a sequel to my above discussion and findings on issues no.1 & 2, the claim of the petitioner succeeds and is hereby partly allowed. **The respondent company is directed to re-instate the petitioner forth-with with seniority and continuity at their unit Baddi with seniority and continuity. The respondent company is also directed to pay back-wages to the petitioner w.e.f. 5.6.2018 at the rate of 25% on account of victimization and adopting the method of unfair labour practice.** The back-wages shall be paid within a period of three months failing which the same shall carry interest @ 9% per annum. The reference is disposed off in the aforesaid terms. Let a copy of this award be communicated to the appropriate government for publication in official gazette. File, after completion, be consigned to records.

Ordered accordingly

Announced in the open Court today this 1st day of December, 2022.

Sd/-  
( RAJESH TOMAR ),  
Presiding Judge,  
Industrial Tribunal-cum-  
Labour Court, Shimla.



**IN THE COURT OF SH. RAJESH TOMAR, PRESIDING JUDGE, H.P. INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT, SHIMLA.**

Reference Number : 131 of 2019

Instituted on : 16.09.2019

Decided on : 01.07.2022

Ajay Bhatia r/o Village Malbrow House, Near DPRO Office, Chhota Shimla, H.P.

. .Petitioner.

*VERSUS*

Danik Bhaskar Malbrow House, Near DPRO Office, Chhota Shimla, H.P.

.Responden.

**Reference under section 10 of the Industrial Disputes Act, 1947.**

For the Petitioner : None

For the Respondent : Shri Ajay Kumar Dhiman, Adv

**AWARD/ORDER.**

The following reference petition has been, received from the Appropriate Government vide notification dated 07.09.2016, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for legal adjudication:

**“Whether the termination of the services of Shri Sanjay (Sanjiv) Kumar s/o Shri Kishan Singh r/o Village Jabhog, PO Sultanpur, Tehsil & District Solan, H.P. through Shri J.C. Bhardwaj, President HP AITUC, HQ, Saproon, District Solan, H.P., who was working as lift operator, by the Principal, Maharishi Markendeshwar Medical College and Hospital, Village Lado, PO Sultanpur, Tehsil & District Solan, HP w.e.f. 17.11.2014 through oral orders, without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman is legal and justified? If not, what amount of back-wages, reinstatement, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer?”**

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed the statement of claim.

3. Briefly stated, the case as pleaded from the side of the petitioner in his statement of claim is that the petitioner was engaged on daily wages basis by the respondent in the month of September, 2013 and he was posted in the lift section of the respondent college as left operator/operator. The petitioner had worked for more than 14 months with the respondent but on 17.11.2014, the respondent without any bonafide reason verbally terminated the services of the petitioner. Thereafter, the petitioner visited the respondent college many times in order to perform his duties but he was illegally restrained, abused and manhandled by the security guards on the instructions of the respondent management. It is further asserted that the services of the petitioner have been terminated without any notice and retrenchment compensation. The junior workmen in the same institution were retained by the respondent in violation of the provisions of sections 25-G

and 25-H of the Act. In the footnote of the claim petition, the petitioner prayed for the following relief's:

**“It is therefore most respectfully prayed that this Hon’ble Court be pleased to answer the reference in favour of workmen holding this retrenchment/termination to be wholly improper and unjustified and to direct the respondent to re-engage the services of the petitioner as daily wagger with the respondent college and hospital at the same place and in the same capacity as he had been working prior to disengagement w.e.f. 17.11.2014 and also direct the respondent to pay the petitioner all the consequential pecuniary benefits ”**

4. The lis was resisted and contested by the respondent by filing written reply wherein preliminary objections that the petitioner was engaged by a private registered agency providing outsourcing workmen for various parties, the respondent being educational institution did not cover under the industrial law, suppression of material facts, locus standi and estoppel have been raised.

5. On merits, it is asserted that the petitioner was engaged through outsource agency and he was not the workman of respondent institute. Therefore, it was in between the agency and workman to allow wok of terminate his services and not with the respondent. The respondent only pay the amount in a consolidated account payee cheque for the workers who were deployed through the outsourcing agency. It is further asserted that the petitioner was a steady drunkard and severely alcoholic. He had been given many verbal warnings when he was found drunk on duty. Since, the petitioner was engaged through outsource agency, hence, the respondent is not liable to re-instate the petitioner in service as he was the employee of a contractor. The respondent for the dismissal of the claim petition.

6. Rejoinder not filed. On elucidating the pleading of parties, the following issues were struck down by my Learned Predecessor for its final determination vide Court order dated 31.7.2019:

1. Whether the termination of the petitioner *w.e.f.* 17.11.2014 is violative of the provisions of sections 25-F, 25-G and 25-H of the Industrial Disputes Act, 1947 as alleged? If so to what relief the petitioner is entitled to? ..*OPP.*
2. Whether the claim is not maintainable as the petitioner had been engaged by a private registered agency through outsourcing, as alleged? If so, its effect thereto? ..*OPP.*
3. Whether the provisions of Industrial Disputes Act are not applicable to the respondent, as alleged? If so, its effect thereto? ..*OPR.*
4. Whether the petitioner has no locus standi to file the present petition as alleged? If so, its effect thereto? ..*OPR.*

RELIE

7. Henceforth, parties to the dispute were asked to adduce oral as well as documentary evidence in support of their respective claims or issues so framed.

8. I have heard the Learned Counsel for the parties and also gone through the record of the case carefully.

9. For the reasons to be recorded hereinafter while discussing the aforesaid issues, my findings on the aforesaid issues are as follows:

Issue No.1	:	Redundant
Issue No.2	:	Redundant
Issue No.3	:	Redundant
Issue No.4	:	Redundant
Relief	:	Reference is answered in negative, as per operative part of the Award.

### REASONS FOR FINDINGS

#### Issue No.1

10. At the very inception, it will be apt to take note of the relevant provisions of the Industrial Disputes Act, 1947. Section 2 (b) of the Act, which defines the Award as hereunder:—

**“(b) “award” means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;”.**

11. Furthermore, sub-section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit.

12. The State of Himachal Pradesh has framed rules called “The Industrial Disputes Rules, 1974.” Similarly, Rule 25 thereof which reads thus:—

**“Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.—If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented.”**

13. Rule 25 of the Industrial Disputes Rules, 1974 authorizes the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Labour Court to presume that all the parties are present before it although, infact, it is not true, and thus make an ex parte award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Court, thus, has to imagine that the worker is present, he is unwilling to file the statement of claim, adduce evidence or argue her case.

14. In the instant case, neither the worker nor his counsel has put in appearance before this Tribunal on 05.05.2022, despite due notice. In these circumstances, the Labour Court can proceed and pass ex parte award on its merits.

15. **Most importantly**, it is particular to mention here that after striking out of issues on elucidating the pleadings of the parties, the petitioner was asked to produce the entire evidence

before the Court. The case was adjourned for petitioner's evidence on 2.11.2019 and subsequently adjourned for 20.1.2020, 3.3.2020, 17.4.2020, 27.6.2020, 19.9.2020, 14.10.2020, 30.12.2020, 3.3.2021, 5.7.2021, 12.8.2021, 18.9.2021, 23.11.2021, 9.12.2021, 4.1.2022 and 5.5.2022. The perusal of case record would reveal that there are as many as **Sixteen (16)** opportunities in past two and half years have been afforded to the petitioner to adduce his evidence before the Court. It is a matter of great concern that despite number of opportunities granted to the petitioner for the two and half (2 ½ ) years, no evidence has been led from the side of the petitioner. Not only this, this Court vide order dated 9.12.2021, emphasis the parties that sufficient opportunities have already been afforded to the petitioner to lead his evidence by putting a letter of condition to the parties that two and half years have elapsed. Ld. Counsel for the petitioner was apprised of the fact that it be treated as last and final opportunity and no further opportunity shall be given and the case was adjourned for recording the evidence of the petitioner on 4.1.2022. This Court is constrained to draw an adverse inference that the petitioner is not interested in pursuing further by way of leading his evidence. The case is lingering upon for the fault of non than other but the petitioner himself as the parties were asked to face the trial by striking out the issues as is evident from the order dated 31.7.2019. At the cost of repetition after availing number of opportunities rising to **sixteen (16)** in number in past **two and half** years, the petitioner evidence is yet not produced. As such, I am left with no other alternate but to close the evidence of the petitioner by the order of the Court.

16. At this stage, Shri Ajay Kumar Dhimna, Ld. Counsel for the respondent stated at bar that he do not want to lead any evidence since the petitioner's evidence has been closed. To this effect his statement recorded separately.

17. The petitioner has alleged his termination to be illegal and unjustified but after availing **sixteen (16)** opportunities in the past two and half (2 ½ ) years has failed to lead any evidence before this Court in support of his statement of claim. In the absence of any evidence on record, the petitioner has failed to prove issue no.1, hence, issue no.1 is answered against the petitioner and in favour of respondent.

Issues No. 2 to 4

18. The onus to prove these issues were on the respondent. However, the respondent has not lead any evidence in support of these issues. Therefore, these issues are answered against the respondent.

RELIEF:

19. As a sequel to my above discussion, the claim filed by the petitioner is dismissed with the result, the reference sent by the appropriate government is answered in negative. Parties are left to bear their costs.

20. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Ordered accordingly

Announced in the open Court today this 1st day of July, 2022.

Sd/-  
( RAJESH TOMAR ),  
Presiding Judge,  
Industrial Tribunal-cum-  
Labour Court, Shimla.

## राज्य निर्वाचन आयोग हिमाचल प्रदेश

## STATE ELECTION COMMISSION HIMACHAL PRADESH

आर्मसडेल, शिमला-171002 Armsdale, Shimla-171002 Tel. 0177-2620152, 2620159, 2620154, Fax. 2620152  
Email: secysec-hp@nic.in

## NOTIFICATION

*Dated, the 1st April, 2023*

**No. SEC(F)1-35/2022-1490.**— In exercise of the powers vested in it under Article 243K of Constitution of India, Section 131 and 160 of the Himachal Pradesh Panchayati Raj Act, 1994 and Rule 32 of Himachal Pradesh Panchayati Raj (Election) Rules, 1994, the State Election Commission Himachal Pradesh hereby notifies the election programme for the conduct of by-elections to fill up the casual vacancies of Panchayati Raj Institutions of the State that have been reported to the Commission and for which the Commission has also carried out special revision of electoral rolls. Programme is as under:—

1.	Date of Notification	01-04-2023
2.	The nomination papers shall be presented.	On 13th, 17th and 18th April, 2023 (between 11:00 A.M. to 3:00 P.M.). Nomination papers shall be filed at the place and before the officers appointed by the Returning Officer.
3.	The nomination papers shall be scrutinised.	On 19-04-2023 (from 10.00 A.M. onwards)
4.	A candidate may withdraw his candidature.	On 21-04-2023 (between 10.00 A.M. to 3:00 P.M.) .
5.	The list of contesting candidates shall be prepared and affixed.	On 21-04-2023 immediately after the time of withdrawal is over. The list of contesting candidates will show the name of symbols allotted to them.
6.	The list of polling stations shall be pasted.	The list of polling stations shall be published and pasted on or before 13-04-2023.
7.	The Poll, if necessary shall be held.	On <b>02-05-2023</b> (between 8.00 A.M. to 4:00 P.M.)
8.	The counting, in the event of poll shall be done.	Counting of votes for the posts of Members, Up-Pradhan and Pradhan of Gram Panchayat shall be undertaken on the date of poll immediately after the close of poll at Gram Panchayat Headquarters. Counting of votes for Members Panchayat Samiti and Member Zila Parishad shall be taken up on 04-05-2023 at respective Development Block Headquarters. Counting shall start at 9.00 A.M. and would continue (for a constituency) until it is completed.
9.	The result of election shall be declared.	The result of elections of Members, UP-Pradhan and Pradhan of Gram Panchayat shall be declared immediately after the counting is over. The result of elections to Panchayat Samiti Members shall be declared at the Block Headquarters immediately after the counting process is over.  The result of election to Zila Parishad shall be declared in accordance with the provisions contained in rule 75(vi) of the Himachal Pradesh Panchayati Raj (Election) Rules, 1994.

The electoral rolls updated with 01-01-2023 as qualifying date through special revision shall be used for the conduct of these elections. However, any eligible elector can apply for inclusion of name under Rule 24(3) of the ibid Rules to the District Election Officers (Panchayats) after paying fee of rupees two in cash against receipt, or for correction under Rule 23 of the Rules ibid in the electoral roll not later than nine days before last date fixed for filing of nomination papers.

**The process of elections shall be completed by 06-05-2023**

By order,

Sd/-  
(ANIL KUMAR KHACHI)  
State Election Commissioner.

### राज्य निर्वाचन आयोग हिमाचल प्रदेश

#### STATE ELECTION COMMISSION HIMACHAL PRADESH

आर्मसडेल, शिमला. 171002 Armsdale, Shimla-171002 Tel. 0177-2620152, 2620159, 2620154, Fax. 2620152  
Email: secysec-hp@nic.in

#### NOTIFICATION

*Dated, the 1st April, 2023*

**No. SEC(F)1-35/2022-1261.**— Whereas the State Election Commission has issued election programme for the conduct of by-election to casual vacancies in Panchayati Raj institutions in the State, *vide* Notification No.SEC (F)1-35/2022, dated 01st April, 2022;

Therefore, the State Election Commission in exercise of the powers vested in it under Article 243K of the Constitution of India and Section 160 of the Himachal Pradesh Panchayati Raj Act, 1994, hereby directs that the Model Code of Conduct as notified by this Commission *vide* Notification No.SEC-16-29/2000-I-3768, dated 03rd November, 2020 shall come into force with immediate effect in the territorial jurisdiction of those Gram Panchayats, Panchayat Samiti and Zila Parishad wherein, by-elections are scheduled to be held on 2nd May, 2023, till the election process is completed, as under:—

Sl. No.	Name of institution	Territorial Jurisdiction where the Model Code of Conduct is enforced
1.	Gram Panchayat	Entire Gram Panchayat shall come under the Model Code of Conduct where by-elections to Pradhan, Up-Pradhan and Member are being held.
2.	Panchayat Samiti	Entire Development Block shall come under the Model Code of Conduct where by-elections to Member Panchayat Samiti are being held except the territorial jurisdiction of Municipalities within Block.
3.	Zila Parishad	Entire District shall come under the Model Code of Conduct where by-elections to Member Zila Parishad are being held except territorial jurisdiction of Municipalities within district.

By order,

Sd/-  
(ANIL KUMAR KHACHI)  
State Election Commissioner.

## राज्य कर एवं आबकारी विभाग

## अधिसूचना

शिमला-2, 31 मार्च, 2023

**संख्या : ई0एक्स0एन0-एफ (1)-2/2023.**—हिमाचल प्रदेश पथकर अधिनियम, 1975 (1975 का अधिनियम संख्यांक 9) से संलग्न अनुसूची-1 में संशोधन हेतु प्रारूप को उपर्युक्त अधिनियम की धारा 3 के अनुसरण में इससे सम्भाव्य प्रभावित होने वाले व्यक्ति/व्यक्तियों से आक्षेप और सुझाव आमंत्रित करने के लिए, सरकार द्वारा जारी अधिसूचना संख्या ई0एक्स0एन0-एफ(1)-2/2023, दिनांक 18-03-2023 को, राजपत्र (ई-गज़ट), हिमाचल प्रदेश तारीख 18-03-2023 में प्रकाशित किया गया था परन्तु नियम अवधि के भीतर इस बाबत कोई आक्षेप/सुझाव प्राप्त नहीं हुए हैं।

अतः हिमाचल प्रदेश के राज्यपाल, हिमाचल प्रदेश पथकर अधिनियम, 1975 (1975 का अधिनियम संख्यांक 9) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उपर्युक्त अधिनियम से संलग्न अनुसूची -1 को 01-04-2023 से निम्न प्रकार से प्रतिस्थापित करते हैं:—

## अनुसूची-1

( हिमाचल प्रदेश पथकर अधिनियम, 1975 की धारा 3 देखें)

क्रम संख्या	वाहनों की विशिष्टियां	प्रतिदिन या उसके भाग के पथकर की दर	प्रति तिमाही या उसके भाग के पथकर की दर	प्रतिवर्ष या उसके भाग के पथकर की दर
1	2	3	4	5
1.	भारी मालवाहक वाहन वाहन जिनकी लदान क्षमता (क) 250 क्विंटल से अधिक	600 रु0	स्तम्भ (3) में यथा विनिर्दिष्ट दर का तीस गुना	स्तम्भ (4) में यथा विनिर्दिष्ट दर का चार गुना
	(ख) 120 क्विंटल से अधिक व 250 क्विंटल तक।	500 रु0	यथोपरि	यथोपरि
	(ग) 90 क्विंटल से अधिक व 120 क्विंटल तक।	250 रु0	यथोपरि	यथोपरि
	(घ) 20 क्विंटल से 90 क्विंटल तक	140 रु0	यथोपरि	यथोपरि
2.	छोटे माल-वाहन जिनकी लदान क्षमता 20 क्विंटल से कम हो (हिमाचल प्रदेश में मोटर वाहन अधिनियम के अधीन पंजीकृत यानों को लागू नहीं)।	100 रु0	यथोपरि	यथोपरि
3.	यात्री वाहन में बैठने की क्षमता: 12 यात्रियों से अधिक।	140 रु0	यथोपरि	यथोपरि
4.	यात्री-वाहन (निजी वाहन सहित) (i) बैठने की क्षमता: 6-12 यात्रियों तक (चालक सहित) (हिमाचल प्रदेश में मोटर वाहन अधिनियम के अधीन पंजीकृत यानों को लागू नहीं)।	80 रु0	यथोपरि	यथोपरि
	(ii) अन्य हल्के मोटर वाहन जोकि सार्वजनिक वाहक अथवा निजी	50 रु0	स्तम्भ (3) में यथा विनिर्दिष्ट दर का	स्तम्भ (3) में यथा विनिर्दिष्ट दर का

	वाहन के रूप में पंजीकृत हों : बैठने की क्षमता : 5 यात्रियों तक (चालक सहित) (हिमाचल प्रदेश में मोटर वाहन अधिनियम के अधीन पंजीकृत यानों को लागू नहीं)।		30 गुना ।	70 गुना ।
	(iii) टोल बैरियर के 5 किलोमीटर के दायरे में रहने वाले निजी पंजीकृत वाहन के मालिक (हिमाचल प्रदेश में मोटर वाहन अधिनियम के अधीन पंजीकृत यानों को लागू नहीं)।	50 रु0	150 रु0	340 रु0
5.	सार्वजनिक वाहक या प्राइवेट वाहक अनुज्ञा पत्र सहित चलने वाले ट्रैक्टर (हिमाचल प्रदेश में मोटर वाहन अधिनियम के अधीन पंजीकृत यानों को लागू नहीं)।	60 रु0	यथोपरि	यथोपरि
6.	मोटर रिक्शा और स्कूटर रिक्शा (हिमाचल प्रदेश में मोटर वाहन अधिनियम के अधीन पंजीकृत यानों को लागू नहीं)।	30 रु0	स्तम्भ (3) में यथा विनिर्दिष्ट दर का 30 गुना	स्तम्भ (3) में यथा विनिर्दिष्ट दर का 70 गुना

आदेश द्वारा,

प्रधान सचिव (राज्य कर एवं आबकारी)।

[Authoritative English text of this Department Notification No EXN-F(1)-2/2023, dated 31-03-2023 as required under clause (3) of Article 348 of the Constitution of India].

## STATE TAXES & EXCISE DEPARTMENT

### NOTIFICATION

*Shimla-2, the 31st March, 2023*

**No. EXN-F(1)-2/2023.**—Whereas the draft amendments in Schedule-I appended to the Himachal Pradesh Toll Act, 1975 (Act No. 9 of 1975), were issued by the Government *vide* Notification No. EXN-F(1)-2/2023, dated 18-03-2023 published in the Rajpatra (e-Gazette), Himachal Pradesh on 18-03-2023 in pursuance of the provisions of Section 3 of the aforesaid Act for inviting objections and suggestions from the person(s) likely to be affected thereby. But no objections/ suggestions have been received within stipulated period in this behalf.

Now, therefore in exercise of the powers conferred by Section 3 of the Himachal Pradesh Toll Act, 1975 (Act No. 9 of 1975), the Governor of Himachal Pradesh is pleased to substitute SCHEDULE-I appended to the aforesaid Act *w.e.f.* 01-04-2023 as under:—



**SCHEDULE –I**

(See section 3 of Himachal Pradesh Tolls Act, 1975)

Sl. No	Particulars of vehicles	Rate of toll per day or part thereof	Rate of toll per quarter or part thereof	Rate of toll per year or part thereof
1	2	3	4	5
1.	<b>HEAVY GOODS VEHICLES</b> Vehicle having loading Capacity: (a) exceeding 250 quintals and above.	Rs. 600	30 times the rate as specified in column (3)	4 times the amount as specified in column (4)
	(b) exceeding 120 quintals upto 250 quintals.	Rs. 500	30 times the rate as specified in column (3)	4 times the amount as specified in column (4)
	(c) exceeding 90 quintals upto 120 quintals.	Rs. 250	-do-	-do-
	(d) from 20 quintals upto 90 quintals.	Rs. 140	-do-	-do-
2.	<b>SMALL GOODS VEHICLES</b> Loading capacity less than 20 quintals (not applicable on vehicles registered under MV Act in H.P.).	Rs. 100	-do-	-do-
3.	Passenger vehicles having seating capacity of: above 12 passengers.	Rs. 140	-do-	-do-
4.	<b>PASSENGER VEHICLES</b> (including private vehicle) (i) <b>SEATING CAPACITY</b> From 6 to 12 passengers (including driver) (not applicable on vehicles registered under MV Act in H.P.).	Rs. 80	-do-	-do-
	(ii) Other light motor vehicles Registered as Public carrier or Private vehicles <b>SEATING CAPACITY</b> upto 5 passengers (including driver) (not applicable on vehicles registered under MV Act in H.P.).	Rs. 50	30 times the rate as specified in column (3)	70 times the rate as specified in column (3)
	(iii) The owners of private registered vehicle residing within 5 kilometres radius of toll barrier(not applicable on vehicles registered under MV Act in H.P.).	Rs. 50	Rs. 150/-	Rs. 340/-
5.	Tractors plying with public carrier or private carrier permit. (not applicable on vehicles registered under MV Act in H.P.).	Rs. 60	-do-	-do-

6.	Motor Rickshaw and Scooter Rickshaw. (not applicable on vehicles registered under MV Act in H.P.).	Rs. 30	30 times the rate as specified in column (3)	70 times the rate as specified in column (3)
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By order,

*Principal Secretary (ST&E).*

**In the Court of Sh. Vikas Shukla, H.A.S., Marriage Officer-cum-Sub-Divisional Magistrate, Kullu, District Kullu (H.P.)**

In the matter of :

1. Yogesh s/o Sh. Kul Bahadur, r/o Village Gojh, P.O. Kasol, Sub-Tehsil Jari, District Kullu (H.P.).

2. Hema d/o Sh. Dalip Singh, r/o Village Shilri, Tehsil & Distt. Shimla (H.P.)

*. . Applicants.*

*Versus*

General Public

*Subject.—Proclamation for the registration of marriage under section 16 of Special Marriage Act, 1954.*

Yogesh and Hema filed an application alongwith affidavits in the court of undersigned under section 15 of Special Marriage Act, 1954 that they have solemnized their marriage on 02-02-2023 and they are living as husband and wife since then, hence their marriage may be registered under Act *ibid*.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage can file the objection personally or writing before this court on or before 13-04-2023. The objection received after 13-04-2023 will not be entertained and marriage will be registered accordingly.

Issued today on 13-03-2023 under my hand and seal of the court.

Seal.

Sd/-

*Marriage Officer-cum-Sub-Divisional Magistrate,  
Kullu, District Kullu (H.P.).*

**In the Court of Marriage Officer-cum-Sub-Divisional Magistrate, Kullu, District Kullu (H.P.)**

In the matter of :

1. Anshul Kumar s/o Sh. Hari Chand, r/o Ward No. 5, V.P.O. Katrain, Tehsil & Distt. Kullu (H.P.).

2. Kudriashova Mira d/o Mr. Kudriashov Gennady, r/o Evanovo Region, Frunzensky, Distt. of the City of Ivanovo, Russian Federation . . Applicants.

*Versus*

General Public

*Subject.—Proclamation for the registration of marriage under section 11 of Special Marriage Act, 1954.*

Anshul Kumar and Kudriashova Mira have filed an application on dated 13-03-2023 alongwith affidavits in the court of undersigned under section 11 of Special Marriage Act, 1954 that the marriage is intended to be solemnized between the parties, hence their marriage may be registered under Special Marriage Act, 1954.

Therefore, the general public is hereby informed through this notice that any person who has any objection regarding this marriage can file the objection personally or writing before this court on or before 14-04-2023. The objection received after 14-04-2023 will not be entertained and marriage will be registered accordingly.

Issued today on 14-03-2023 under my hand and seal of the court.

Seal.

Sd/-

*Marriage Officer-cum-Sub-Divisional Magistrate,  
Kullu, District Kullu (H.P.).*

**ब अदालत कार्यकारी दण्डाधिकारी, तहसील मनाली, जिला कुल्लू (हि0प्र0)**

सुमन बौध पुत्री श्री छेरिंग बौध, निवासी गांव 15 मील, डा0 बड़ागां, तहसील मनाली, जिला कुल्लू (हि0प्र0)।

बनाम

आम जनता

विषय.—प्रकाशन इश्तहार बाबत जन्म तिथि दर्ज करने बारे।

नोटिस बनाम आम जनता।

सुमन बौध पुत्री श्री छेरिंग बौध, निवासी गांव 15 मील, डा0 बड़ागां, तहसील मनाली, जिला कुल्लू (हि0प्र0) ने इस न्यायालय में आवेदन पत्र मय शपथ—पत्र गुजारा है कि ग्राम पंचायत बड़ागां के राजस्व अभिलेख में जन्म तिथि दर्ज करने बारे आवेदन किया है कि मेरी जन्म तिथि 15-03-1983 राजस्व अभिलेख बड़ागां में दर्ज किया जाए। इस बाबत क्षेत्रीय अभिकरणों से छानबीन करवाई गई तथा पाया गया कि सुमन बौध पुत्री श्री छेरिंग बौध की जन्म तिथि 15-03-1983 है तथा जन्म तिथि दर्ज करने बारे सिफारिश की गई है।

अतः सर्वसाधारण को इस इश्तहार द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति विशेष को सुमन बौध पुत्री श्री छेरिंग बौध, निवासी गांव 15 मील, डा0 बड़ागां, तहसील मनाली, जिला कुल्लू (हि0प्र0) के बड़ागां

के राजस्व अभिलेख में जन्म तिथि दर्ज करने बारे आपत्ति हो तो वह दिनांक 15-04-2023 को या इससे पूर्व अदालत हजा में अपनी आपत्ति दर्ज करवा सकता है। इसके उपरान्त कोई भी उजर/एतराज मान्य नहीं होगा तथा नियमानुसार ग्राम पंचायत प्रीणी के राजस्व अभिलेख में जन्म तिथि दर्ज कराने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 14-03-2023 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—  
कार्यकारी दण्डाधिकारी,  
तहसील मनाली, जिला कुल्लू (हि0प्र0)।

### ब अदालत कार्यकारी दण्डाधिकारी, तहसील मनाली, जिला कुल्लू (हि0प्र0)

राज सुमन पुत्र श्री रवि सुमन, निवासी हाऊस नं0 3, वार्ड नं0 5, स्टाफ क्वार्टर, मीट बाजार मनाली, तहसील मनाली, जिला कुल्लू (हि0प्र0)।

बनाम

आम जनता

विषय.—प्रकाशन इश्तहार बाबत जन्म तिथि दर्ज करने बारे।

नोटिस बनाम आम जनता।

राज सुमन पुत्र श्री रवि सुमन, निवासी हाऊस नं0 3, वार्ड नं0 5, स्टाफ क्वार्टर, मीट बाजार मनाली, तहसील मनाली, जिला कुल्लू (हि0प्र0) ने इस न्यायालय में आवेदन पत्र मय शपथ-पत्र गुजारा है कि नगर परिषद् मनाली के राजस्व अभिलेख में जन्म तिथि दर्ज करने बारे आवेदन किया है कि मेरी जन्म तिथि 20-11-2019 नगर परिषद् मनाली के अभिलेख में दर्ज किया जाए। इस बाबत क्षेत्रीय अभिकरणों से छानबीन करवाई गई तथा पाया गया कि राज सुमन पुत्र श्री रवि सुमन की जन्म तिथि 20-11-2019 है तथा जन्म तिथि दर्ज करने बारे सिफारिश की गई है।

अतः सर्वसाधारण को इस इश्तहार द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति विशेष को राज सुमन पुत्र श्री रवि सुमन, निवासी हाऊस नं0 3, वार्ड नं0 5, स्टाफ क्वार्टर, मीट बाजार मनाली, तहसील मनाली, जिला कुल्लू (हि0प्र0) के नगर परिषद् अभिलेख में जन्म तिथि दर्ज करने बारे आपत्ति हो तो वह दिनांक 15-04-2023 को या इससे पूर्व अदालत हजा में अपनी आपत्ति दर्ज करवा सकता है। इसके उपरान्त कोई भी उजर/एतराज मान्य नहीं होगा तथा नियमानुसार ग्राम पंचायत प्रीणी के राजस्व अभिलेख में जन्म तिथि दर्ज कराने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 14-03-2023 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—  
कार्यकारी दण्डाधिकारी,  
तहसील मनाली, जिला कुल्लू (हि0प्र0)।

**ब अदालत कार्यकारी दण्डाधिकारी, तहसील मनाली, जिला कुल्लू (हि0प्र0)**

सूरज पुत्र श्री धीर बहादुर, निवासी गांव व डा0 प्रीणी, तहसील मनाली, जिला कुल्लू (हि0प्र0)।

बनाम

आम जनता

विषय.—प्रकाशन इश्तहार बाबत जन्म तिथि दर्ज करने बारे।

नोटिस बनाम आम जनता।

सूरज पुत्र श्री धीर बहादुर, निवासी गांव व डा0 प्रीणी, तहसील मनाली, जिला कुल्लू (हि0प्र0) ने इस न्यायालय में आवेदन पत्र मय शपथ—पत्र गुजारा है कि ग्राम पंचायत प्रीणी के राजस्व अभिलेख में जन्म तिथि दर्ज करने बारे आवेदन किया है कि मेरी जन्म तिथि 30-06-2000 राजस्व अभिलेख प्रीणी में दर्ज किया जाए। इस बाबत क्षेत्रीय अभिकरणों से छानबीन करवाई गई तथा पाया गया कि सूरज पुत्र श्री धीर बहादुर की जन्म तिथि 30-06-2000 है तथा जन्म तिथि दर्ज करने बारे सिफारिश की गई है।

अतः सर्वसाधारण को इस इश्तहार द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति विशेष को सूरज पुत्र श्री धीर बहादुर, निवासी गांव व डा0 प्रीणी, तहसील मनाली, जिला कुल्लू (हि0प्र0) के प्रीणी राजस्व अभिलेख में जन्म तिथि दर्ज करने बारे आपत्ति हो तो वह दिनांक 15-04-2023 को या इससे पूर्व अदालत हजा में अपनी आपत्ति दर्ज करवा सकता है। इसके उपरान्त कोई भी उजर/एतराज मान्य नहीं होगा तथा नियमानुसार ग्राम पंचायत प्रीणी के राजस्व अभिलेख में जन्म तिथि दर्ज कराने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 14-03-2023 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—  
कार्यकारी दण्डाधिकारी,  
तहसील मनाली, जिला कुल्लू (हि0प्र0)।

**ब अदालत कार्यकारी दण्डाधिकारी, तहसील मनाली, जिला कुल्लू (हि0प्र0)**

श्रीमती गायत्री पुत्री श्री मोहन लाल आंचल मोरंग नेपाली नजदीक निवासी गांव गोजरा, डा0 खखनाल, तहसील मनाली, जिला कुल्लू (हि0प्र0)।

बनाम

आम जनता

विषय.—प्रकाशन इश्तहार बाबत जन्म तिथि दर्ज करने बारे।

नोटिस बनाम आम जनता।

श्रीमती गायत्री पुत्री श्री मोहन लाल आंचल मोरंग नेपाली नजदीक निवासी गांव गोजरा, डा0 खखनाल, तहसील मनाली, जिला कुल्लू (हि0प्र0) ने इस न्यायालय में आवेदन पत्र मय शपथ—पत्र गुजारा है कि ग्राम पंचायत गोजरा के राजस्व अभिलेख में जन्म तिथि दर्ज करने बारे आवेदन किया है कि मेरी जन्म

तिथि 28-02-1997 राजस्व अभिलेख गोजरा में दर्ज किया जाए। इस बाबत क्षेत्रीय अभिकरणों से छानबीन करवाई गई तथा पाया गया कि श्रीमती गायत्री की जन्म तिथि 28-02-1997 है तथा जन्म तिथि दर्ज करने बारे सिफारिश की गई है।

अतः सर्वसाधारण को इस इशतहार द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति विशेष को श्रीमती गायत्री पुत्री श्री मोहन लाल आंचल मोरंग नेपाली नजदीक निवासी गांव गोजरा, डा0 खखनाल, तहसील मनाली, जिला कुल्लू (हि0प्र0) के गोजरा राजस्व अभिलेख में जन्म तिथि दर्ज करने बारे आपत्ति हो तो वह दिनांक 15-04-2023 को या इससे पूर्व अदालत हजा में अपनी आपत्ति दर्ज करवा सकता है। इसके उपरान्त कोई भी उजर/एतराज मान्य नहीं होगा तथा नियमानुसार ग्राम पंचायत गोजरा के राजस्व अभिलेख में जन्म तिथि दर्ज कराने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 14-03-2023 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—  
कार्यकारी दण्डाधिकारी,  
तहसील मनाली, जिला कुल्लू (हि0प्र0)।

#### ब अदालत कार्यकारी दण्डाधिकारी, तहसील मनाली, जिला कुल्लू (हि0प्र0)

श्रीमती सीता पुत्री श्री मोहन लाल आंचल मोरंग नेपाली नजदीक निवासी गांव गोजरा, डा0 खखनाल, तहसील मनाली, जिला कुल्लू (हि0प्र0)।

बनाम

आम जनता

विषय.—प्रकाशन इशतहार बाबत जन्म तिथि दर्ज करने बारे।

नोटिस बनाम आम जनता।

श्रीमती सीता पुत्री श्री मोहन लाल आंचल मोरंग नेपाली नजदीक निवासी गांव गोजरा, डा0 खखनाल, तहसील मनाली, जिला कुल्लू (हि0प्र0) ने इस न्यायालय में आवेदन पत्र मय शपथ-पत्र गुजारा है कि ग्राम पंचायत गोजरा के राजस्व अभिलेख में जन्म तिथि दर्ज करने बारे आवेदन किया है कि मेरी जन्म तिथि 15-03-1992 राजस्व अभिलेख गोजरा में दर्ज किया जाए। इस बाबत क्षेत्रीय अभिकरणों से छानबीन करवाई गई तथा पाया गया कि श्रीमती सीता की जन्म तिथि 15-03-1992 है तथा जन्म तिथि दर्ज करने बारे सिफारिश की गई है।

अतः सर्वसाधारण को इस इशतहार द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति विशेष को श्रीमती सीता पुत्री श्री मोहन लाल आंचल मोरंग नेपाली नजदीक निवासी गांव गोजरा, डा0 खखनाल, तहसील मनाली, जिला कुल्लू (हि0प्र0) के गोजरा राजस्व अभिलेख में जन्म तिथि दर्ज करने बारे आपत्ति हो तो वह दिनांक 15-04-2023 को या इससे पूर्व अदालत हजा में अपनी आपत्ति दर्ज करवा सकता है। इसके उपरान्त कोई भी उजर/एतराज मान्य नहीं होगा तथा नियमानुसार ग्राम पंचायत गोजरा के राजस्व अभिलेख में जन्म तिथि दर्ज कराने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 14-03-2023 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—  
कार्यकारी दण्डाधिकारी,  
तहसील मनाली, जिला कुल्लू (हि0प्र0)।

**ब अदालत कार्यकारी दण्डाधिकारी, तहसील मनाली, जिला कुल्लू (हि0प्र0)**

जेवा बौध पुत्री श्री छेरिंग बौध, निवासी गांव 15 मील, डा0 बड़ागां, तहसील मनाली, जिला कुल्लू (हि0प्र0)।

बनाम

आम जनता

विषय.—प्रकाशन इश्तहार बाबत जन्म तिथि दर्ज करने बारे।

नोटिस बनाम आम जनता।

जेवा बौध पुत्री श्री छेरिंग बौध, निवासी गांव 15 मील, डा0 बड़ागां, तहसील मनाली, जिला कुल्लू (हि0प्र0) ने इस न्यायालय में आवेदन पत्र मय शपथ-पत्र गुजारा है कि ग्राम पंचायत बड़ागां के राजस्व अभिलेख में जन्म तिथि दर्ज करने बारे आवेदन किया है कि मेरी जन्म तिथि 01-01-1976 राजस्व अभिलेख बड़ागां में दर्ज किया जाए। इस बाबत क्षेत्रीय अभिकरणों से छानबीन करवाई गई तथा पाया गया कि जेवा बौध पुत्री श्री छेरिंग बौध की जन्म तिथि 01-01-1976 है तथा जन्म तिथि दर्ज करने बारे सिफारिश की गई है।

अतः सर्वसाधारण को इस इश्तहार द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति विशेष को जेवा बौध पुत्री श्री छेरिंग बौध, निवासी गांव 15 मील, डा0 बड़ागां, तहसील मनाली, जिला कुल्लू (हि0प्र0) के बड़ागां के राजस्व अभिलेख में जन्म तिथि दर्ज करने बारे आपत्ति हो तो वह दिनांक 15-04-2023 को या इससे पूर्व अदालत हजा में अपनी आपत्ति दर्ज करवा सकता है। इसके उपरान्त कोई भी उजर/एतराज मान्य नहीं होगा तथा नियमानुसार ग्राम पंचायत प्रीणी के राजस्व अभिलेख में जन्म तिथि दर्ज कराने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 14-03-2023 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—  
कार्यकारी दण्डाधिकारी,  
तहसील मनाली, जिला कुल्लू (हि0प्र0)।

**ब अदालत कार्यकारी दण्डाधिकारी, तहसील मनाली, जिला कुल्लू (हि0प्र0)**

राजन श्रेष्ठ पुत्र श्री मोहन लाल आंचल मोरंग नेपाली नजदीक निवासी गांव गोजरा, डा0 खखनाल, तहसील मनाली, जिला कुल्लू (हि0प्र0)।

बनाम

## आम जनता

विषय.—प्रकाशन इशतहार बाबत जन्म तिथि दर्ज करने बारे।

नोटिस बनाम आम जनता।

राजन श्रेष्ठ पुत्र श्री मोहन लाल आंचल मोरंग नेपाली नजदीक निवासी गांव गोजरा, डा0 खखनाल, तहसील मनाली, जिला कुल्लू (हि0प्र0) ने इस न्यायालय में आवेदन पत्र मय शपथ—पत्र गुजारा है कि ग्राम पंचायत गोजरा के राजस्व अभिलेख में जन्म तिथि दर्ज करने बारे आवेदन किया है कि मेरी जन्म तिथि 13-04-1999 राजस्व अभिलेख गोजरा में दर्ज किया जाए। इस बाबत क्षेत्रीय अभिकरणों से छानबीन करवाई गई तथा पाया गया कि राजन श्रेष्ठ की जन्म तिथि 13-04-1999 है तथा जन्म तिथि दर्ज करने बारे सिफारिश की गई है।

अतः सर्वसाधारण को इस इशतहार द्वारा सूचित किया जाता है कि यदि किसी व्यक्ति विशेष को राजन श्रेष्ठ पुत्र श्री मोहन लाल आंचल मोरंग नेपाली नजदीक निवासी गांव गोजरा, डा0 खखनाल, तहसील मनाली, जिला कुल्लू (हि0प्र0) के गोजरा राजस्व अभिलेख में जन्म तिथि दर्ज करने बारे आपत्ति हो तो वह दिनांक 15-04-2023 को या इससे पूर्व अदालत हजा में अपनी आपत्ति दर्ज करवा सकता है। इसके उपरान्त कोई भी उजर/एतराज मान्य नहीं होगा तथा नियमानुसार ग्राम पंचायत गोजरा के राजस्व अभिलेख में जन्म तिथि दर्ज कराने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 14-03-2023 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—  
कार्यकारी दण्डाधिकारी,  
तहसील मनाली, जिला कुल्लू (हि0प्र0)।

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**ब अदालत नायब तहसीलदार एवं सहायक समाहर्ता द्वितीय वर्ग, हरोली, जिला ऊना (हि0प्र0)**

इशतहार मुश्री मुनादी जेर धारा-23 भू-राजस्व अधिनियम, 1954

दरखास्त बमुराद दुरुस्ती राजस्व रिकार्ड महाल रोडा की जमाबन्दी 2018-2019 में संजीव कुमार पुत्र सन्तोख सिंह पुत्र जीवन की बजाये सन्दीप कुमार पुत्र सन्तोख सिंह पुत्र जीवन दर्ज करने बारे।

बनाम

आम जनता

बजरिया इशतहार :

उपरोक्त मुकद्दमा उनवान वाला में प्रार्थी सन्दीप कुमार पुत्र सन्तोख सिंह पुत्र जीवन वासी रोडा, तहसील हरोली, जिला ऊना ने प्रार्थना—पत्र प्रस्तुत करके निवेदन किया है कि उसका नाम खेबट नं0 350, खतौनी नं0 352 जमाबन्दी साल 2018-2019 में संजीव कुमार पुत्र सन्तोख सिंह पुत्र जीवन गलत चल रहा है। जबकि उसका सही नाम सन्दीप कुमार पुत्र सन्तोख सिंह पुत्र जीवन है। अतः सर्वसाधारण को इस इशतहार द्वारा सूचित किया जाता है कि अगर किसी भी व्यक्ति को उक्त नाम की दुरुस्ती बारे कोई एतराज हो तो वह मुकद्दमा की पैरवी हेतु असालतन या वकालतन इस न्यायालय में दिनांक 12-04-2023 को प्रातः 10.00 बजे हाजिर आयें, हाजिर न आने की सूरत में उनके खिलाफ एकतरफा कार्यवाही अमल में लाई जाकर मुकद्दमा का निपटारा/फैसला कर दिया जायेगा।



आज दिनांक 13-03-2023 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित /—  
नायब तहसीलदार एवं सहायक समाहर्ता द्वितीय वर्ग,  
हरोली, जिला ऊना (हि0प्र0)।

**ब अदालत कार्यकारी दण्डाधिकारी, अम्ब, जिला ऊना (हि0प्र0)**

1. विकास पुत्र श्री शेर सिंह, वासी गांव कुदेट, तहसील अम्ब, जिला ऊना (हि0प्र0)।
2. श्रीमती नेहा कुमारी पुत्री श्री संदीप कुमार, वासी गांव कुनेरन, तहसील घनारी, जिला ऊना (हि0प्र0)।

बनाम

आम जनता

विषय.—प्रार्थना-पत्र जेरे धारा 8(4) विवाह पंजीकरण अधिनियम, 1996 के अन्तर्गत पंजीकरण करवाने बारे।

श्री विकास पुत्र श्री शेर सिंह, वासी गांव कुदेट, तहसील अम्ब, जिला ऊना (हि0प्र0) ने एक दरखास्त प्रस्तुत की है जिसमें उसने लिखा है कि उसकी शादी श्रीमती नेहा कुमारी पुत्री श्री संदीप कुमार, वासी गांव कुनेरन, तहसील अम्ब, जिला ऊना (हि0प्र0) में दिनांक 18-05-2022 को मुताबिक हिन्दू रीति-रिवाज के साथ हुई है का पंजीकरण किया जाकर उसे शादी प्रमाण-पत्र दिया जावे।

अतः इस नोटिस के माध्यम से समस्त जनता तथा सम्बन्धित रिश्तेदारों को सूचित किया जाता है कि यदि किसी को शादी पंजीकरण बारे कोई एतराज/आपत्ति हो तो वह दिनांक 17-04-2023 को प्रातः 10.00 बजे या उससे पहले असातन या वकालतन हाजिर अदालत होकर अपनी स्थिति/एतराज प्रस्तुत कर सकता है। निश्चित तिथि पर कोई एतराज प्राप्त न होने की सूरत में प्रार्थी को शादी पंजीकरण प्रमाण-पत्र जारी कर दिया जायेगा। अतः बाद में कोई उजर काबिले समायत न होगा।

आज दिनांक 17-03-2023 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ है।

मोहर।

हस्ताक्षरित /—  
कार्यकारी दण्डाधिकारी,  
अम्ब, जिला ऊना (हि0प्र0)।

**ब अदालत कार्यकारी दण्डाधिकारी, अम्ब, जिला ऊना (हि0प्र0)**

1. प्रमोद कुमार पुत्र श्री शेष राम, वासी गांव थनिकपुरा, उप-तहसील भरवाई, तहसील अम्ब, जिला ऊना (हि0प्र0)।
2. श्रीमती वीना शर्मा पुत्री श्री केवल कृष्ण, वासी गांव कड़ोआ, तहसील देहरा, जिला कांगड़ा (हि0प्र0)।

## बनाम

## आम जनता

विषय.—प्रार्थना—पत्र जेरे धारा 8(4) विवाह पंजीकरण अधिनियम, 1996 के अन्तर्गत पंजीकरण करवाने बारे।

श्री प्रमोद कुमार पुत्र श्री शेष राम, वासी गांव थनिकपुरा, उप-तहसील भरवाई, तहसील अम्ब, जिला ऊना (हि0प्र0) ने एक दरखास्त प्रस्तुत की है जिसमें उसने लिखा है कि उसकी शादी श्रीमती वीना शर्मा पुत्री श्री केवल कृष्ण, वासी गांव कड़ोआ, तहसील देहरा, जिला कांगड़ा (हि0प्र0) में दिनांक 25-11-2001 को मुताबिक हिन्दू रीति-रिवाज के साथ हुई है का पंजीकरण किया जाकर उसे शादी प्रमाण-पत्र दिया जावे।

अतः इस नोटिस के माध्यम से समस्त जनता तथा सम्बन्धित रिश्तेदारों को सूचित किया जाता है कि यदि किसी को शादी पंजीकरण बारे कोई एतराज/आपत्ति हो तो वह दिनांक 17-04-2023 को प्रातः 10.00 बजे या उससे पहले असातन या वकालतन हाजिर अदालत होकर अपनी स्थिति/एतराज प्रस्तुत कर सकता है। निश्चित तिथि पर कोई एतराज प्राप्त न होने की सूरत में प्रार्थी को शादी पंजीकरण प्रमाण-पत्र जारी कर दिया जायेगा। अतः बाद में कोई उजर काबिले समायत न होगा।

आज दिनांक 17-03-2023 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ है।

मोहर।

हस्ताक्षरित/—  
कार्यकारी दण्डाधिकारी,  
अम्ब, जिला ऊना (हि0प्र0)।

ब अदालत कार्यकारी दण्डाधिकारी, घनारी, तहसील घनारी, जिला ऊना (हि0प्र0)

विवाह पंजीकरण—घनारी—2023

श्री विकास पुत्र श्री गुरनाम सिंह, निवासी गांव व डा0 दौलतपुर चौक, तहसील घनारी, जिला ऊना (हि0प्र0) प्रार्थी।

## बनाम

## आम जनता

विषय.—प्रार्थना—पत्र अधीन धारा 8(4) विवाह पंजीकरण अधिनियम, 1996.

श्री विकास पुत्र श्री गुरनाम सिंह, निवासी गांव व डा0 दौलतपुर चौक, तहसील घनारी, जिला ऊना (हि0प्र0) ने इस न्यायालय में प्रार्थना—पत्र मय शपथ पत्र पेश किया है कि उसकी शादी श्रीमती ज्योति पुत्री श्री जनक राज, निवासी गृह नं0 1455 L, T-3, सेक्टर-3, राजवाल तलवाडा, तहसील मुकेरियां, जिला होशियारपुर, पंजाब के साथ दिनांक 20-02-2022 को मुताबिक हिन्दू रीति रिवाज हुई थी परन्तु अज्ञानतावश शादी का पंजीकरण नगर पंचायत दौलतपुर के अभिलेख में नहीं करवाया है। प्रार्थी ने अपनी शादी की पुष्टि बारे शपथ पत्र व दोनों के आधार कार्ड व प्रधान/सचिव ग्राम/नगर पंचायत दौलतपुर द्वारा जारी प्रमाण-पत्र प्रार्थना—पत्र के साथ दायर किए हैं। रिपोर्ट सम्बन्धित स्थानीय पंजीकार विवाह [iathdj.k@lfpo](mailto:iathdj.k@lfpo) ग्राम पंचायत/सचिव नगर पंचायत के अनुसार उक्त शादी सम्बन्धित ग्राम/नगर पंचायत में दर्ज न है। अब प्रार्थी अपनी शादी पंजीकृत करवाना चाहता है।

अतः आम जनता को इस इशतहार/मुश्री मुनादी द्वारा सूचित किया जाता है कि यदि किसी भी व्यक्ति को उक्त शादी दर्ज करने बारे कोई उजर या एतराज हो तो वह दिनांक 21-04-2023 को दोपहर 2.00 बजे या इससे पूर्व असालतन या वकालतन हाजिर अदालत होकर पेश करें। गैरहाजिरी की सूरत में एक-तरफा कार्यवाही करके नियमानुसार सम्बन्धित ग्राम/नगर पंचायत को शादी दर्ज करने का आदेश जारी कर दिया जाएगा।

आज दिनांक 13-03-2023 को मेरे हस्ताक्षर व मोहर अदालत द्वारा जारी हुआ।

मोहर।

हस्ताक्षरित/—  
कार्यकारी दण्डाधिकारी,  
घनारी, जिला ऊना (हि0 प्र0)।

### CHANGE OF NAME

I, Rakesh Kumar Sharma s/o Sh. Panna Lal Sharma, r/o Village & P.O. Bhatian, Tehsil Nalagarh, District Solan (H.P.) have changed my name from Raksh Paul Sharma to Rakesh Kumar Sharma for all future purposes. Concerned note

RAKESH KUMAR SHARMA  
s/o Sh. Panna Lal Sharma,  
r/o Village & P.O. Bhatian,  
Tehsil Nalagarh, District Solan (H.P.).

### CHANGE OF NAME

I, Sunil Kumar Sharda s/o Parkash Chand Sharda, r/o V.P.O. Panjawar, Sub-Tehsil Ispur, Tehsil Haroli, District Una (H.P.) declare that in 10th class CBSE School Certificate of my Son Sarthak Sharda my name is wrongly written as Sunil Sharda instead of Sunil Kumar Sharda. So kindly correct it.

SUNIL KUMAR SHARDA  
s/o Parkash Chand Sharda,  
r/o V.P.O. Panjawar, Sub-Tehsil Ispur,  
Tehsil Haroli, District Una (H.P.).

### CHANGE OF NAME

I, Ranveer Singh s/o Nok Singh, r/o Village Guran, Tehsil Balichowki, District Mandi (H.P.) aged about 32 years do hereby solemnly affirm and declare that I want to change my name in all my documents and revenue record from Roop Singh to Ranveer Singh.

RANVEER SINGH  
s/o Nok Singh,  
r/o Village Guran,  
Tehsil Balichowki, District Mandi (H.P.).

**CHANGE OF NAME**

I, Veena Kaushik also know as Ayaesha Kaushik w/o H.K. Kaushik, r/o Kanshi Niwas Sunny side, Tehsil & District Solan (H.P.) declare that from today onward my name be known as Veena Kaushik for all purposes.

VEENA KAUSHIK  
w/o H.K. Kaushik,  
r/o Kanshi Niwas Sunny side,  
Tehsil & District Solan (H.P.).

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**CHANGE OF NAME**

I, Rajeshwari Devi w/o Late Sh. Dharam Singh, r/o Village Nalsar, P.O. Rajgarh, Tehsil Balh, District Mandi (H.P.) solemnly affirm and declare that the name of my daughter has been entered incorrectly as Pooja in the discharge book of my husband's service book. Whereas the correct name of my daughter is Pooja Thakur as per Aadhaar Card.

RAJESHWARI DEVI  
w/o Late Sh. Dharam Singh,  
r/o Village Nalsar, P.O. Rajgarh,  
Tehsil Balh, District Mandi (H.P.).